

Emons Industries, Inc.

RECORDATION NO. 11676-
JUL 5 1989
FILED 1423
INTERSTATE COMMERCE COMMISSION

June 29, 1989

Ms. Mildred Lee
INTERSTATE COMMERCE COMMISSION
12th and Constitution Ave., N.W.
Room 2303
Washington, D.C. 20423

RE: Supplement and Amendment No. 2 to Gondola
Car Agreement No. 2 between Emons Industries and
South Buffalo Railway Company

Dear Ms. Lee:

Enclosed for recordation, pursuant to the provisions of 49 U. S. C. Section 11303(a), are two copies of a Supplement and Amendment No. 2 to Gondola Car Agreement No. 2 dated as of April 1, 1989.

The Supplement and Amendment relates to the Gondola Car Agreement No. 2 dated as of September 7, 1979 between Emons Industries, Inc., Lessor and South Buffalo Railway Company, Lessee, as amended by Supplement No. 1 to Gondola Car Agreement No. 2 dated April 9, 1980, which documents were filed and recorded on April 16, 1980 under Recordation Nos. 11676-C and 11676-E, respectively.

The names and addresses of the parties to the enclosed document are:

Mellon Financial Services
Corporation No. 3
One Mellon Bank Center
Suite 1111
Pittsburgh, PA 15258

South Buffalo Railway Co.
1170 Eighth Avenue
Bethlehem, PA 18018

A description of the equipment covered by the document is:

50 Gondola cars bearing the reporting marks SB 6050 through
SB 6099.

Ms. Mildred Lee

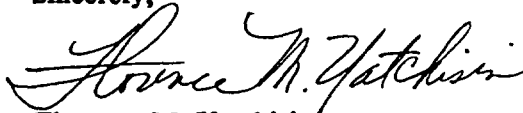
Page 2

June 29, 1989

Also enclosed is a check in the amount of \$13.00 to cover the costs of filing. I understand that the original document will be returned to me with the recordation information noted thereon within about one week.

Please call me should you have any questions. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Florence M. Yatchisin".

Florence M. Yatchisin

Manager - Fleet Accounting

(717) 771-1735

FMY/kim

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/24/89

OFFICE OF THE SECRETARY

Florence M. Yatchisin
Manager Fleet Accounting
Emons Industries, Inc.
96 South George Street
York, PA. 17401 $\frac{1}{2}$

Dear: Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/5/89, at 10:15am, and assigned recordation number(s). 11676-F 4/2

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

**SUPPLEMENT AND AMENDMENT NO. 2
TO GONDOLA CAR AGREEMENT NO. 2 BETWEEN
EMONS INDUSTRIES, INC. AND SOUTH BUFFALO
RAILWAY COMPANY**

(SB-6050 through SB-6099)

RECORDATION NO. 11676-19
FILED 1423
JUL 5 1989 10:15 AM
INTERSTATE COMMERCE COMMISSION

Emons Industries, Inc. ("Emons") has entered into a Gondola Car Agreement No. 2 dated as of the 7th day of September, 1979, with South Buffalo Railway Company, as supplemented and amended April 9, 1980 ("Agreement"). On December 31, 1986, Emons assigned its rights under said Agreement to Mellon Financial Services Corporation #3. This Supplement and Amendment No. 2 dated as of the 1st day of April, 1989, amends that certain Agreement in the following manner:

1.) Section 2. entitled "Term" is amended to delete the entire last sentence contained in that paragraph, and to insert in its place the following language:

"At the end of the initial term hereof, this Agreement will be extended for an additional three (3) year period (the "extended term")."

2.) Section 6(a) entitled "Rental Charges and Disposition of Damages or Destroyed Gondola Cars" is amended effective at the end of the initial term and during the extended term referred to in Section 2. to read as follows:

"(a) At the end of the initial term and during the extended term, the rent ("Rent") for each such Gondola Car to be paid by Railroad to Emons shall be a monthly payment in an amount equal to the total of (i) \$12.82 (U.S.) per Gondola Car per day, and (ii) all mileage earnings of the Gondola Cars applicable under the AAR Code of Car Hire Rules and Interpretations - Freight, except that (iii) no payment shall be made with respect to the first 104 hours as to each Gondola Car in any calendar month. The computation of Rent shall not include any funds received by Railroad pursuant to any tariff naming demurrage, detention or storage charges or any agreement concerning per diem reclaims."

3.) All other terms and conditions shall remain in full force and effect.

ACCEPTED AND AGREED TO:

SOUTH BUFFALO RAILWAY
COMPANY

BY: W. Eckenrode
TITLE: President
DATE: April 13, 1989

ACCEPTED AND AGREED TO:

MELLON FINANCIAL SERVICES
CORPORATION #3

BY: Christine L. Cook
TITLE: Vice President
DATE: May 15, 1989

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

On this 13 day of April, 1989, before me personally appeared C. W. ECKENRODE, to me personally known, who, being by me duly sworn, says that (s)he is the PRESIDENT of SOUTH BUFFALO RAILWAY COMPANY, one of the corporations described in and which executed the foregoing instrument, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jean D. Staufferberg
NOTARY PUBLIC

My Commission Expires: April 10, 1990

NOTARIAL SEAL
Jean D. Staufferberg, Notary Public
City of Bethlehem, Northampton County, Pa.
My Commission Expires Apr. 10, 1990

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 15th day of May, 1989, before me personally appeared Christine R. Code, to me personally known, who, being by me duly sworn, says that (s)he is the Vice President of MELLON FINANCIAL SERVICES CORPORATION #3, one of the corporations described in and which executed the foregoing instrument, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jacqueline K. Schultz
NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL
JACQUELINE K. SCHULTZ, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 3, 1992

Member, Pennsylvania Association of Notaries